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## **SECTION 5.1      IMPROVEMENT CONTROL - GENERAL**

Improvement Control, as discussed in this section, refers to the procedures governing the disposal of immovable improvements located on the parcels of land acquired for the construction of Department of Transportation and Development projects. The disposition includes the inspection, maintenance, retention, leasing, vacating, selling, demolition, and final disposal of all acquired improvements prior to the beginning of activities by the Department's project construction contractor.

### **PROCEDURES:**

#### **1. District personnel will be responsible for the following:**

- a. Preparing and maintaining improvement inventory for project on AARS
- b. Identifying the legal status of all signs in the right of way
- c. Making before and after inspections of improvements
- d. Having leases executed and collecting rent
- e. Making recommendations for disposal by demolition, sale, or inclusion in highway construction contract
- f. Providing for reasonable safety precautions to protect improvements prior to final disposition

#### **2. Headquarters personnel will be responsible for the following:**

- a. Setting retention values
- b. Preparing bid proposals, advertisements, and acceptance of bids for those improvements being sold or demolished

- c. Insuring that all improvements not sold or demolished prior to project letting are included in the contract and construction plans

## **SECTION 5.2 INVENTORIES**

It is the responsibility of the Real Estate District Manager and the Titles & Acquisition Unit to initiate and maintain inventory control over all improvements acquired in connection with Department of Transportation and Development projects. The inventory data must be consistently updated so that any personnel involved in the improvement control function can assume the disposal activities for improvements on a project at any stage of the disposal process.

### **PROCEDURES:**

1. Upon receipt of preliminary right of way maps, the Real Estate District Manager will have an improvement inventory prepared and will assure that information on all improvements on the project is entered into AARS. This information shall be entered within three (3) weeks of receipt of preliminary right of way maps in the district. Only the DOTD Acquisition Division Chief can authorize waiver of this time frame. Improvement inventory information shall be available at the time of the Joint Plan Review Meeting.
2. During the course of acquisition, the Real Estate District Manager will insure that the AARS project improvement information is updated to always reflect the status of each improvement on the project. This will allow the Headquarters Real Estate Agent to advise Road Design and Contracts and Specifications of the disposition of improvements at the proper times (See Section 4.2., Paragraph 12.)
3. The Real Estate District Manager will advise the District Administrator in writing as soon as possible about the location of any encroachments in the existing right of way discovered during development of the improvement information. A copy of this notification will be forwarded to the Real Estate Titles & Acquisition Manager.

### **SECTION 5.3. UNDERGROUND STORAGE TANK AND CONTAMINATION POLICY**

Every effort will be made by all Department personnel to identify underground storage tanks and other possibly contaminated sites as early as possible in project planning. Any sites known to be contaminated will be handled in accordance with [Secretary's PPM No. 48](#).

#### **PROCEDURES:**

1. When title reports are being prepared, abstractors will look for ownerships in the chain of title to the property who might possibly have left the property contaminated, such as oil companies, gas stations, cleaners, etc. If such an ownership is found, on-site inspections should be made and testing requested if on-the-ground indications warrant.
2. During preparation of improvement inventories, Agents will look for any sites along the project which may be contaminated. If contamination is suspected, a [UST/Contamination Site Information Form](#) will be completed and furnished to the Real Estate Titles and Acquisition Manager, for transmittal to the Materials and Testing Section.
3. If contamination is found, a clean-up cost will be determined by the Materials and Testing Section and/or the Contracts and Specifications Section.
4. During negotiations on contaminated parcels, the owner will generally be offered the following options:
  - a. Receiving the amount of just compensation minus the clean up-cost, cleaning up the site, obtaining a closure order from DEQ, and then being paid the remainder of the just compensation.

- b. Having the amount of the clean-up deducted from the amount of just compensation and the Department will clean up the site.
- 5. If the Department will clean up the contamination, it may be included in the contract for the project, or contracted for separately, all as prescribed in [Secretary's PPM No. 48](#).
- 6. When an underground storage tank is acquired by the Department, the Real Estate Titles and Acquisition Manager will insure that the Emergency Services Coordinator is notified of such acquisition, in order to provide for timely registration with DEQ of tanks owned by the Department.

## **SECTION 5.4      OWNER RETENTION - POLICY**

Retention is the option offered to owners of acquired improvements to buy back the improvements for the price the improvements might be expected to bring at public bid. Retention of improvements acquired by expropriation or acquired as adversely impacted (see Section 4.4., Paragraph 11) is allowed only in unusual circumstances and upon approval by the Real Estate Administrator.

### **PROCEDURES:**

- 1.** Retention value, which is the amount of money the owner must pay the Department for the improvement, is set by the Real Estate Titles and Acquisition Manager.
- 2.** If the owner chooses to retain, payment is accomplished by deducting the retention amount from Just Compensation.
- 3.** Retention value of signs and improvements easily moved and/or expected to sell well at public bid will generally be set at 25% of the amount of just compensation for the improvement.
- 4.** Retention value of improvements not easily moved and not expected to sell well at public bid will generally be set at 10% of the amount of just compensation for the improvement.
- 5.** The Real Estate Titles and Acquisition Manager shall maintain a master file of retention values on improvements, as well as prices for improvements sold or demolished by public bid. This file shall include photographs taken from the appraisal reports. This master file will be used as a resource for setting future retention values.

## **SECTION 5.5 LEASE POLICIES**

All occupied improvements are subject to being leased back to the occupants once the Department acquires title to the property. This includes improvements located within the right of way as well as outside the right of way, such as acquired improvements on uneconomic remainders.

Normally, leases of improvements within the right of way are short term, while those outside may be short term or long term. Leases shall not be executed unless the continued occupancy of the improvement will not interfere with clearance of the right of way for the project letting.

### **PROCEDURES:**

#### **1. Time Frames for Initiation and Termination of Leases**

- a. The negotiating agent will discuss the Department's lease policy with the affected occupant during the first negotiating contact, or in the case of tenants, at the first contact for relocation assistance after the initiation of negotiations on the parcel.
- b. The lease period will begin on the first day of the second month following the date of closing on a property acquired by purchase, or date of deposit of the Just Compensation into the court on parcels acquired by expropriation. For example, if the closing or deposit date is any day in January, the lease period shall begin on March 1. Normally leases shall be for a fixed term of thirty (30) days. Any deviation from this policy will require the written approval of the Real Estate Administrator on a case by case basis, and must be adequately supported and documented. However, lessees whose rent is waived must still obtain and provide proof of insurance as described in Paragraph 3 c. of this section.

Added 8/1/05 at direction of Risk Management.



- c. Leases for improvements with occupants eligible for Relocation Assistance shall not be required prior to the 90-Day Vacate Date, since the displacee cannot be legally required to move before that date.
- d. Leases on retained improvements
  - i. Leases will not be required during the period specified in the Act of Sale for removal of the retained improvement. If the improvement is tenant-occupied, the tenant is subject to lease requirements imposed by the owner.
  - ii. If the owner fails to remove the improvements within the period allowed in the Act of Sale, he/she will forfeit the improvements to the Department in accordance with the terms of the Act of Sale. Any occupant shall then be required to pay rent to the Department as described in this Section.
- e. The original and one (1) copy of the [Lease Agreement](#) should be a part of the close-out package and should be executed by the occupant at the time the Just Compensation payment is delivered to the owner, or in the case of expropriation, when Service of Process has been made. The agent negotiating the parcel shall have the responsibility for securing from owner/occupants the needed signature(s) on the [Lease Agreement](#).
- f. If the occupant refuses to sign the Lease Agreement, appropriate notations will be entered on the closeout memorandum and a copy thereof given to the Real Estate District Manager. Refusal to sign the Lease Agreement will be treated as a delinquent lease payment. (See [Paragraph 3.c.](#) below.)
- g. Lessees must obtain renter's insurance and liability insurance and provide proof of such to the negotiating agent at the start of the lease period.

Added 8/1/05 at direction of Risk Management.

- h. Written notification of the termination of the lease agreement can be given by either party at least ten (10) days prior to the end of each thirty (30) day lease period.
- i. Generally, leases will be terminated approximately 160 days prior to the project letting date.

## **2. Setting Amount of Rent**

- a. The lease rate for owner-occupants shall be 3/4ths of 1% per month of the value set forth in the Act of Sale for the actual land and improvements being leased. This may require a “carve-out” from the total appraised value.
- b. Lease amounts will be rounded down to the nearest dollar and will be paid by check or money order to "Louisiana Department of Transportation and Development". All lease payments are due in advance.
- c. The lease rate for tenant-occupants shall generally be the amount determined above unless it exceeds the contract lease paid to the previous owner. If it does, the lease rate shall be the lesser of the previous contract rent or 30% of the tenant's gross monthly income.
- d. The Department will not pay the utility costs. In cases where several units share a common meter, arrangements concerning responsibilities for utility costs shall be made prior to acquisition. In other cases, the lease rate for each unit shall be adjusted to include a pro-rata amount of utility costs.

## **3. Lease Activities after Signing**

- a. Upon receipt of the executed Lease Agreement, the negotiating agent shall forward all copies to the Real Estate Administrator for acceptance. The Headquarters Agent shall retain one (1) copy and return the signed agreement to the District.

Added 8/1/05 at direction of Risk Management.

- b. At the beginning of the lease, the negotiating agent will contact the lessees to obtain proof of liability and renter's insurance. Failure to provide such proof will be treated as a delinquent lease payment. (See [Paragraph 3.c.](#) below.)
- c. Timely collection of lease payment is the responsibility of the Real Estate District Manager. The lease payment will be transmitted to the Headquarters Agent, who in turn will forward it to the Financial Services Administrator to credit the amount to the project.
- d. When an occupant becomes ten (10) days delinquent in the lease payment (or refuses to sign a Lease Agreement), he/she will be notified by certified mail, return receipt requested, of the violation and requested to rectify the situation within ten (10) days ([Letter Requesting Execution of Lease Agreement](#) or [Letter Requesting Last Rent Payment](#)). If the occupant again fails to take appropriate action within ten (10) days, a second certified letter will be issued advising the occupant that failure to take corrective action within five (5) days will result in the initiation of eviction ([Pre-eviction Letter](#)).
- e. If eviction becomes necessary, the Real Estate Titles and Acquisition Manager shall assure that such proceedings are initiated. For details on handling evictions, see [Section 5.6](#).

**SPECIAL NOTE:**

When the occupant of a Department-owned improvement becomes delinquent under this Lease Policy, the delinquent amount is subject to being deducted from any relocation assistance payment due the occupant. However, this action shall not be taken if doing so would jeopardize the displacee's ability to complete his/her relocation. Permission to invoke this policy must be obtained from the DOTD Acquisition Division Chief. Occupants should be advised at the signing of the lease, of the possibility of delinquent lease payments being deducted from relocation assistance payments.

## **SECTION 5.6 EVICTIONS**

Whenever an occupant of a Department-owned improvement fails to execute a proper Lease Agreement, make timely lease payments, or vacate the premises when ordered to do so, the Real Estate District Manager will request the Real Estate Titles and Acquisition Manager to initiate eviction proceedings. Such proceedings shall not begin until all required certified notices as described in [Section 5.5., Paragraph 3.c.](#) have been sent to the occupant.

### **PROCEDURES:**

1. Upon receipt of a request to initiate eviction from an improvement, the Real Estate Titles and Acquisition Manager will review the applicable files and make a determination as to whether or not to proceed with eviction. If the matter is to be pursued toward eviction, the Real Estate Titles and Acquisition Manager will insure that a final notice is sent to the occupant advising of the impending eviction proceedings.
2. The Real Estate Titles and Acquisition Manager will confer with the Real Estate Acquisition Division Chief concerning a possible deduction of lease payments due from whatever relocation assistance payments may be due the occupant. Should such a deduction be authorized, the Real Estate Titles and Acquisition Manager shall notify the Relocation Assistance Officer and the Real Estate District Manager and request that appropriate action be taken regarding this matter.
3. Eviction proceedings in areas under the jurisdiction of the Justice of the Peace shall be filed with the Justice of the Peace. Evictions in areas under the jurisdiction of the City Court will be filed with the City Court. Evictions in these cases will be handled by the Real Estate District Manager. The Real Estate Titles and Acquisition Manager will assure that the appropriate check for court costs has been secured and transmitted to the Real Estate District Manager with instructions to file the necessary papers for eviction.

4. If the area is not under the jurisdiction of a Justice of the Peace or City court, the Department's Legal Division will file evictions in District Court. The Real Estate Titles and Acquisition Manager will assure that the Legal Division is furnished with all pertinent information required for an Order of Eviction to be secured.
5. Both Headquarters and District personnel should monitor the proceedings closely to insure that the order of the court is carried out in a timely fashion.

## **SECTION 5.7 GENERAL DISPOSAL POLICIES**

The goal of the improvement control function is the disposal of acquired improvements after they are vacated to allow construction of the project. This disposal may be by public sale, separate demolition contract or by inclusion in the project construction plans and general contract for demolition or removal by the Project contractor. The actual method of disposal used in each case will be determined by the nature of the improvements and by time constraints.

### **PROCEDURES:**

1. All acquired improvements considered to have resale value and which have been vacated at least 120 days prior to the project letting date will be sold by competitive bid in accordance with applicable statutes.
2. If circumstances warrant, improvements may be disposed under a separate Demolition Contract. Demolition may be ordered as a matter of expediency or in the public interest because the building has no market value or cannot be disposed of in any other way. Demolition contracts will be limited to five or fewer structures and will be awarded after advertisement in accordance with normal Department procedures. (See [Public Bid Procedures](#).)
3. Improvements not sold or demolished 120 days prior to the letting of the project shall be included in the construction plans and general contract for the project. This includes improvements vacated within 120 days of the letting date.
4. Slabs and other foundation materials located below natural ground level, and which are situated totally within the required taking area shall be disposed of in the project construction contract, rather than being removed as a part of retention, Sale or Demolition Contract. This does not include piers above natural ground level.

5. If the acquired improvement is situated wholly or partially on the remainder, the retention page or the [Proposal and Contract for Sale or Demolition](#) will include removal of all slabs, piers and other foundation materials.
6. While Nos. 4 and 5 above will be the basic policy governing improvement foundations, there may be cases or circumstances requiring a different disposition. For this reason, the Real Estate District Manager shall routinely recommend the disposition of the slab or other foundation material, separate from, but at the same time as, the recommendation is made for disposition of the improvement.
7. Disposition of improvements located wholly or partially within the required right of way will be handled by the Headquarters Real Estate Agent. Disposition of improvements situated wholly outside the right of way will be handled by the Property Management Unit.
8. When an underground storage tank is acquired by the Department, the Real Estate Titles and Acquisition Manager will insure that the Emergency Services Coordinator is notified of such acquisition, in order to provide for timely registration with DEQ of tanks owned by the Department.

## **SECTION 5.8 IMPROVEMENT OBLIGATIONS FOLLOWING ACQUISITION**

In connection with the overall improvement control function, the Department has certain obligations to facilitate the maintenance of the right of way in a reasonably sightly manner prior to the beginning of construction operations. After making recommendations to Headquarters regarding disposition, the District Real Estate personnel must provide for reasonable safety precautions aimed at the preservation and protection of improvements from damage by theft and/or vandalism pending their disposition, and must also provide for rodent control of acquired properties. The Real Estate District Manager will be responsible for various on-site activities in connection with the sale or demolition and will verify that the terms of the sale or demolition contract have been met. The Headquarters Real Estate personnel will be responsible for preparation of bid proposals, advertisement, and acceptance of bids for those improvements being sold or demolished.

### **PROCEDURES:**

1. Following acquisition of the improvement, the following activities will take place:
  - a. The Real Estate District Manager will provide for an inspection, including photographs, prior to and immediately after the improvement has been acquired by the department.
  - b. The Real Estate District Manager will insure that keys to a purchased building are obtained from the occupant at the time it is vacated.
  - c. The [Building Inspection Report](#) will be completed by the District Agent, who will also make a recommendation regarding the manner of disposition of the improvement and the amount of the performance guaranty ([Disposal Recommendation Memo](#)). The performance guaranty is generally set at \$1.00 per square foot of improvement. If



there is a slab or other foundation materials involved, the recommendation will include their disposition.

- d. The Real Estate District Manager will approve or disapprove the District Agent's recommendation, and forward with the [Building Inspection Report](#) to the Headquarters Real Estate Agent.
2. The Real Estate District Manager will advise the Real Estate Title and Acquisition Manager if the occupant has failed to vacate the improvement when the agreed occupancy period has expired.
3. When the Headquarters Real Estate Agent receives the [Building Inspection Report](#), photograph and [disposition recommendation](#), he/she will verify that the owner of the improvement has received payment, and then prepare the bid proposal. (See [Public Bid Procedures](#).)
4. Prior to the advertisement for bids, the Real Estate District will have the "Item Number" posted on each improvement to be sold by the Department or demolished under separate contract.
5. Upon request of prospective bidders, the Real Estate District Manager will make appointments for opening the advertised buildings for inspection between the hours of 7:45 A.M. and 4:15 P.M., Monday through Friday.
6. The Real Estate District Manager will provide for frequent inspections of vacated improvements to determine possible vandalism and/or theft prior to its sale or demolition.
7. After a contract for sale or demolition has been awarded, the Real Estate District Manager will monitor the progress of the work and advise the Headquarters Real Estate Agent at such time as the work is completed in the manner specified in the bid.
8. If necessary, the Real Estate District Manager will have "No Trespassing" signs posted on vacated improvements and have

the windows and doors boarded up to deter vandalism and/or theft pending disposition.

9. The Real Estate District Manager will determine the need for rodent control measures and will provide for the eradication of all rodents found within acquired improvements. The specific procedures to be followed in this connection are as follows:
  - a. The Real Estate District Manager will assure that the Health Unit having jurisdiction over the area in which the project is located is notified prior to vacation of improvements. If the Health Unit determines that rodent control is not necessary, the project real estate files in the District will be so documented.
  - b. If the project is in a rural area where no Health Unit has jurisdiction over the area, or if the Health Unit having jurisdiction is unable to make the determination that the project is free of rodent infestation, the Real Estate District Manager will insure that a determination is made as to the need for rodent control. It is anticipated that such control will be unnecessary unless the project contains a substantial number of buildings, garbage dumps, landfills or other habitation areas for rodents.
  - c. If the project is in an urban area and there is no Health Unit with jurisdiction over the area of the project, or if the Health Unit with jurisdiction is unable to make the determination that the project is free of rodent infestation, each building will be inspected during the "after inspection" (the routine inspection provided for by the Real Estate District Manager after an improvement has been acquired) to assess rodent infestation. The results of this inspection will be noted on the Building Inspection Report.
  - d. If rodent control measures are determined to be necessary, or in the event the project is located in an urban area and the Real Estate District Manager has been unable to determine that rodent control is not

necessary, he will notify the Headquarters Real Estate Agent in writing. The Headquarters Real Estate Agent will request the Procurement and Warehousing Section to advertise for receipt of bids for the extermination of rodents on a project basis, based on actual costs, and a contract will be awarded the company offering the lowest price.

- e. Where rodent control is necessary, the Real Estate District Manager will assure that at the time improvements are vacated, the exterminating company is notified to take necessary control measures in accordance with the contract.
- f. Invoices approved by the Real Estate District Manager will be forwarded to the Headquarters Real Estate Agent for payment.
- g. Buildings retained and removed by the owner will not be inspected for rodent infestation nor will rodent control measures be taken.
- h. The Real Estate District Manager will assure that rodent infestation of properties adjacent to the right of way is deterred by insuring that the grass is regularly cut. This shall be accomplished either through a Grass Cutting/Mowing Contract issued with the approval of the Real Estate Administrator, or by advising the District Administrator of the need for grass cutting on acquired properties.
- i. The Real Estate District Manager is responsible for maintaining the integrity of improvements purchased within the right of way until they are removed. At a minimum the following standard measures will be taken to insure the security of the right of way:
  - i. Disconnect utilities at service main.

- ii. Post notices of state ownership and “No Trespassing” signs.
- iii. Board up or otherwise secure the improvements.
- iv. Remove trash and keep the grass cut.

- 10.** In some cases, the above standard measures of control may be ineffective and special measures such as alerting local Police/Sheriff Agencies, private security patrols, night watchmen, accelerated sales or demolitions, etc., may have to be used.
- 11.** Any Department employee having factual information or personal knowledge of theft or vandalism involving Department-owned improvements has a responsibility to immediately report it, in writing, to his/her supervisor for transmittal through the chain of command to the Real Estate Administrator. The Real Estate Administrator will then refer the information with such additional data as may be appropriate, to the General Counsel for investigation and remedial action as his findings warrant, including the legal prosecution of offenders. Failure to comply with this provision may result in disciplinary action against the employee and his/her supervisor.

## **SECTION 5.9 DISPOSAL OF IMPROVEMENTS**

Time permitting, DOTD will attempt to dispose of all acquired and vacated improvements by public sale or separate Demolition Contract. Such disposal will address asbestos issues as described in [Section 5.10](#) of this manual.

Upon receipt from the District of the recommendation regarding disposition (sale or demolition), the Headquarters Real Estate Agent will handle advertisement for and acceptance of bids, and will award the sale or demolition contract. The Real Estate District Manager will be responsible for various on-site activities in connection with the sale or demolition and will verify that the terms of the sale or demolition contract have been met.

### **PROCEDURES:**

1. When the Headquarters Real Estate Agent receives the [Building Inspection Report](#), photograph and [disposition recommendation](#), he/she will verify that the owner of the improvement has received payment, and then prepare the bid proposal and provide for advertisement. ([See Public Bid Procedures](#).)
  - a. The Headquarters Real Estate Agent is responsible for providing prospective bidders with bid forms.
  - b. The successful bidder for the sale of buildings is called the "purchaser". The successful bidder for the demolition of buildings is called the "contractor".
2. The purchaser or the contractor is required to remove to ground level each item purchased or included in the contract for demolition within the period of time stipulated in the bid proposal, and leave the property in a sightly condition free from all construction materials and debris. He/she must comply with all other conditions contained in the bid proposal.

3. To insure the satisfactory performance of these conditions, the purchaser or contractor is required to include a performance guaranty for each item in the amount set forth in the bid proposal. Bid proposals for sales contain a draft of Act of Sale for each item, while bid proposals for demolition contain a draft contract for each item. The bidder must sign and return the draft sale(s) or draft contract(s) as a part of the bid.
4. After tabulation of bids, the results are furnished to the Headquarters Real Estate Agent who then secures the signature of the Real Estate Administrator on each successful bidder's draft. Normally, if the bid was on the sale of buildings, the high bid is accepted, and if the bid was for demolition of buildings, the low bid is accepted.
5. The Real Estate District Manager will monitor the progress of the work and advise the Headquarters Real Estate Agent at such time as the work is completed in the manner specified in the bid proposal.
6. In some instances, when it is in the best interest of the Department, and upon approval by the Real Estate Administrator, the Real Estate District Manager may perform the task of advertising for the sale/demolition of improvements, the receipt of letter bids, and the awarding of a contract.
7. When an underground storage tank is acquired by the Department, the Real Estate Titles and Acquisition Manager will insure that the Emergency Services Coordinator is notified of such acquisition, in order to provide for timely registration with DEQ of tanks owned by the Department.

## **SECTION 5.10 Asbestos Inspection Procedures**

Section 202 of the Standard Specifications Manual is being amended to require inspection reports by accredited asbestos inspectors on ALL structures to be removed or relocated by DOTD or its contractors. Real Estate has been charged with providing these reports. The following procedures address the actions Real Estate will take to provide these reports.

1. Identification of Improvements:

Upon receipt of the final right of way plans, the Real Estate District Manager or Turnkey Consultant will assign an agent to ride the project and develop an inventory of all improvements within the project right of way, specifically noting all which will need to be inspected for asbestos. All major improvements and buildings must be marked for inspection, along with any other improvements which may possibly have asbestos. The inventory will be entered into AARS within three weeks of the receipt of the final maps in the District. Any improvements that will require an asbestos inspection will be indicated on the AARS Improvement entry form by a check in the "Asbestos Inspection Required" field. NOTE: District Managers are responsible for insuring that improvements are entered into AARS for all projects except LTM. It is critical that the database have the complete listing of all improvements to be acquired, including those outside of the right of way.

2. Immediately following acquisition of an ownership, the negotiating agent will make the necessary entries into AARS and prepare a Recommended Disposal memo on any improvements on the ownership, with copies to the RE Project Manager and the RE Consultant Coordination Manager.
3. When an ownership with improvements needing asbestos inspections is acquired and the payment or suit filed dates are entered into AARS, the system will generate an e-mail to the Real Estate Consultant Coordination Manager advising of this fact. The Consultant Coordination Manager will convene the Consultant Selection Panel to select a licensed asbestos inspector, and then have a services contract prepared and executed. The Consultant

Coordination Manager will update the AARS Asbestos Inspection Screen to show the date the contract is awarded.

4. The inspector will contact the Real Estate District Manager to make arrangements to get the keys to any improvements needing inspections.
  - i. Improvement clear of asbestos: If there is no evidence of asbestos in the improvement, the inspector will complete an Asbestos Inspection form and mail to the Consultant Coordination Manager, the District Manager and the Project Lead.
  - ii. Improvement has asbestos or requires testing: The inspector will take samples and arrange with a licensed laboratory to have them inspected. Upon receipt of the results, the inspector will complete the Asbestos Inspection form and mail to Consultant Coordination Manager, the District Manager and the Project Lead.
5. Follow-up on Asbestos Inspections  
If a month has passed since the tasking order was issued but the Consultant Coordination Manager has not received the inspection report, he/she shall contact the asbestos inspector to insure timely inspection.
6. Project Records on Asbestos  
The Consultant Coordination Manager will enter the date of the Inspection Report into AARS, as well as the determination that asbestos abatement is required or not.
7. Improvements to be Disposed in Roadway Contract  
When right of way activities on a project are complete, the HQ Desk Agent will run a report of improvements in that will be disposed of by the roadway contract. If any of the improvements required an asbestos inspection, the Desk Agent will attach a copy of the inspection reports. If the agent does not have the reports, he/she will obtain a copy from the Consultant Coordination Manager. Copies of this report will be sent to the Project Engineer, the Road or Bridge Design Project



Manager, the District Construction Engineer and the DOTD section that will be preparing the construction contract.

**8. Improvements to be Disposed of by Sale or Demolition**

Before a HQ Agent puts up any improvement for sale independent of the land or for demolition, he/she must obtain a copy of the Asbestos Inspection Report from the Consultant Coordination Manager. If the report indicates no asbestos, the bid booklet will be prepared as normal. If there is evidence of asbestos, the Agent will include asbestos abatement to the bid booklet specifications.

## **SECTION 5.11 Outdoor Advertising Signs and Billboards**

1. The legal status of all signs must be determined by the District Real Estate Office before the signs are entered in AARS. On Interstate and NHS Primary routes as well as any associated toll sections (to be designated **(I/NHS-P)** in the AARS picklist), the information about the legal status of all signs can be obtained by contacting the District Outdoor Advertising Office or Marian Y. Patton, Outdoor Advertising Office, Traffic Services. On all other routes, signs are legal if they are entirely within the required right of way, and illegal if they are encroaching on existing right of way.
2. The five legal statuses are as follows:
  - a. **Sign-Legal Conforming (I/NHS-P)**
  - b. **Sign-Legal Nonconforming (I/NHS-P)**
  - c. **Sign-Illegal (I/NHS-P)**
  - d. **Sign-Legal (non-I/NHS-P)**
  - e. **Sign-Illegal (non-I/NHS-P)**
3. The Appraisal Section shall take the legality of signs into consideration when preparing the appraisal contract.